

***Sample* AGREEMENT TO FURNISH FOOD SERVICE BETWEEN THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP) INSTITUTION AND THE BOARD OF EDUCATION (BOE)**

This agreement is entered into by and between the _____ and

Board of Education

_____. The _____ agrees to
CACFP Institution *Board of Education*

furnish meals to _____ for the following per meal rates:
CACFP Institution

Breakfast	\$ _____
Lunch	\$ _____
Snack(s)	\$ _____

If applicable, include the types and amounts of any charges paid to the Board of Education in addition to the per meal price: _____

The additional charge must be included in the budget on the *ED-099 Schedule A Application and Management Plan* and be reported as part of the costs on the monthly claim for reimbursement.

Site(s) covered by this agreement include (list below or attach a list of sites):

- | | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

It is further agreed that _____ will assure that (check one option):
Board of Education

☐ Meals meet the CACFP meal pattern requirements and that the Board of Education will maintain complete and accurate records, including menus, amount of food prepared and number of meals provided daily;

OR

☐ The School district has been approved by the Office of Child Nutrition to use the nutrient standard menu planning (NuMenus) option to prepare meals (breakfast and lunch) for CACFP participants aged two and above. Meals for children under two and snacks for all ages will be planned using the appropriate CACFP meal patterns. In addition:

- A nutrient analysis will be provided to the CACFP sponsor for all weekly menus and;
- weekly menus will meet the established level of nutrients and calories for the appropriate age group.

Menus must be provided to the institution prior to the month served and the record of the number of meals delivered must be reported to the institution at the end of the month.

Meals served **SHALL NOT** be claimed under any of the following programs on the reimbursement claim form (*ED-103*): National School Lunch Program, School Breakfast Program, Special Milk Program and/or After-School Snack Program.

Revenue from this agreement **SHALL** be considered income to the National School Lunch Program, School Breakfast Program, Special Milk Program and/or After-School Snack Program.

Allocation of U. S. Department of Agriculture (USDA) commodities for the National School Lunch Program does not include meals prepared for the Child and Adult Care Food Program.

The _____ agrees also to retain records for three years or until
Board of Education
the resolution of any outstanding audit findings and upon request, to make all accounts and records pertaining to the program available to representatives of the administering agency for audit or administrative review.

This agreement shall be effective _____ to _____. It may be
from _____
Date Date

terminated by notice in writing by either party at least 30 days prior to the date of termination.

_____ <i>Signature of Board of Education Official</i>		_____ <i>Signature of CACFP Institution Official</i>	
_____ <i>Title</i>	_____ <i>Date</i>	_____ <i>Title</i>	_____ <i>Date</i>

A copy of the signed agreement must be forwarded to the School Lunch Director and to the State Agency.